

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|--------------|
| Wolf-Gordon Inc. | | 07/15/2008 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | The Prudential Insurance Company of America |
| Street Address: | 1114 Avenue of the Americas |
| Internal Address: | 30th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10036 |
| Entity Type: | COMPANY: |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 3035029 | WOLF GORDON |
| Registration Number: | 2989338 | EARTHSAFE |
| Registration Number: | 2957002 | WONDER WOOD |
| Registration Number: | 2953636 | HAVEN |
| Registration Number: | 2594698 | PERMAWALL |
| Registration Number: | 1718715 | GIFT OF HOPE |
| Registration Number: | 3453344 | |
| Registration Number: | 3461254 | WOLF GORDON |

CORRESPONDENCE DATA

Fax Number: (212)508-1450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-705-7768

Email: brandi.sinkovich@bingham.com

Correspondent Name: Bingham McCutchen LLP

TRADEMARK

REEL: 003817 FRAME: 0039

900111417

OP \$215.00 3035029

Address Line 1: 399 Park Avenue
Address Line 2: Brandi Sinkovich
Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:

Brandi Sinkovich

Signature:

/brandi sinkovich/

Date:

07/16/2008

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of July 15, 2008, between **WOLF-GORDON INC.**, a New York corporation having its chief executive office at 33-00 47th Avenue, Long Island, New York 11101 (the "**Assignor**"), and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** having a representative office at 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "**Assignee**"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Note Purchase and Revolving Credit Agreement, dated as of July 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Agreement**"), by and among the Assignor (as successor-in-interest to Wolf-Gordon Acquisition Corp.), Wolf-Gordon Holdings, Inc., a Delaware corporation ("**Holdings**"), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Assignor's benefit in the amounts and manner set forth in the Note Agreement and the other Transaction Documents (collectively, the "**Credit**").

WHEREAS, pursuant to the terms of a Security Agreement, dated as of July 15, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Note Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit

of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on **Schedules A and B** hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

WOLF-GORDON INC., a New York corporation

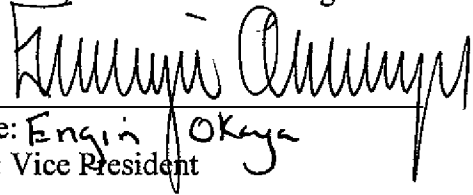
By: 

Name: Richard Wolf

Title: President

ASSIGNEE:

**THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA,** as the Collateral Agent

By:  *mf*
Name: Engin Okaya
Title: Vice President

SCHEDULE A
U.S. TRADEMARKS

| REGISTRATION NO. | MARK | REGISTRATION DATE |
|-------------------------|---------------------------------|--------------------------|
| 3,035,029 | WOLF GORDON (WORDS AND DESIGN) | 12/27/05 |
| 2,989,338 | EARTHSAFE | 8/30/08 |
| 2,957,002 | WONDER WOOD | 5/31/05 |
| 2,953,636 | HAVEN | 5/17/05 |
| 2,594,698 | PERMAWALL | 7/16/02 |
| 1,718,715 | GIFT OF HOPE (WORDS AND DESIGN) | 9/22/92 |
| 3,453,344 | WOLF DESIGN MARK | 6/24/08 |
| 3,461,254 | WOLF GORDON | 7/8/08 |

SCHEDULE B
PENDING U.S. TRADEMARKS

| APPLICATION NO. | MARK | APPLICATION DATE |
|-----------------|-------|------------------|
| | None. | |
| | | |
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